

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

In re:

Joseph P. Bova,

Debtor.

Case No.: 19-10998-BAH

Chapter: 7

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made and entered into by and between **TIMOTHY P. SMITH**, as trustee and representative of the bankruptcy estate of Joseph P. Bova in Case No.: 19-10998 BAH ("Trustee"), on the one hand, and **CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, CHURCH OF SCIENTOLOGY EUROPE aka ADVANCED ORGANIZATION & SAINT HILL EUROPE or AOSHEU and SCIENTOLOGY KIRKEN DANMARK** ("Church of Scientology"), on the other hand, (collectively the "Parties"), with respect to certain claims and potential liabilities including, but not limited to, those claims as more fully defined below:

RECITALS

WHEREAS, on July 17, 2019, Joseph P. Bova filed a voluntary petition for bankruptcy pursuant to 11 U.S.C. § 301 (2020), in the United States Bankruptcy Court for the District of New Hampshire, Case No.: 19-10998 BAH / In Re Joseph P. Bova, (the "Bankruptcy Case") and, thereafter, Timothy P. Smith, was appointed as interim trustee, and representative of the bankruptcy estate;

WHEREAS, after review of Mr. Bova's petition and filings, counsel for the trustee discovered that certain transfers made by Mr. Bova during 2018 to the Church of Scientology were made while he was insolvent, and were subject to claims for avoidance pursuant to 11 U.S.C. § 548 (2020), for the benefit of Mr. Bova's creditors;

WHEREAS, in or about January of 2018, the debtor, Joseph P. Bova, made a contribution, or contributions, totaling \$40,000.00 to CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION.,

WHEREAS, in early 2018, Bova, made a contribution, or contributions, totaling 88.612.50 DKK (\$13,430.45 as of June 11, 2020, at 4:54 p.m.) to SCIENTOLOGY KIRKEN DANMARK, a/k/a Church of Scientology Denmark, a/k/a Church of Scientology, Denmark Church;

WHEREAS, in early 2018, Bova made a contribution, or contributions, of \$38,475.48 to CHURCH OF SCIENTOLOGY EUROPE, a/k/a Advanced Organization & Saint Hill Europe, a/k/a AOSHEU (collectively, the foregoing contributions are hereafter referred to jointly as the "Transfers");

WHEREAS, counsel for the trustee made written demands upon "Church of Scientology" to refund the contributions;

WHEREAS, the Parties collectively desire to resolve the claims of Trustee against Church of Scientology relating to the Transfers made by Mr. Bova, and have engaged in settlement negotiations between counsel,¹ resulting in Church of Scientology's collective agreement to repay the Transfers, subject to the terms of this settlement agreement and approval by the court.

NOW THEREFORE, in consideration of the above recitals, and the mutual promises, covenants, rights, and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. Each of the forgoing recitals is true and correct, a material part of this Agreement, and is a material inducement to the parties entering into this Agreement.

¹ "Church of Scientology" is represented by Gary S. Soter, Esq., Law Offices of Gary S. Soter, A Professional Corporation, 22287 Mulholland Highway #169, Calabasas, CA. 91302.

2. "Church of Scientology" agrees to pay to the Trustee, and the Trustee agrees to compromise and accept, the sum of \$91,905.93, in full satisfaction of its claims relating to the Transfers (the "Settlement Amount").

3. Trustee's entry into this Agreement is subject to approval by the Court, which has jurisdiction over the Bankruptcy Case and Trustee's claims.

4. The Settlement Amount shall be paid within five (5) business days after the entry of a Final Order approving this Agreement in the Bankruptcy Case (a Final Order being an order that is not stayed and no longer subject to appeal). Payment shall be made by a single check made payable to "ICE Legal, P.A. – Trust Account" and delivered to: Ice Legal, P.A., 20 Portsmouth Ave., Suite 1, No. 225, Stratham, NH 03885. In the event that the Bankruptcy Court denies the trustee's motion for approval of this settlement agreement or fails to enter the Approval Order within 60 days after the filing of the 9019 Motion for approval, either party may withdraw from the settlement and the parties shall be restored to their respective legal positions as they were immediately prior to the execution of this Agreement.

5. Except with respect to the Parties' respective rights and obligations under this Agreement, and effective only upon the Trustee's receipt of the full Settlement Amount in good and immediate funds, the Trustee, on behalf of himself in his capacity as Trustee of the Estate, the Estate, and their assigns, agents, servants, attorneys, employees, creditors, representatives, predecessors, and successors, on the one hand and the "Church of Scientology," on behalf of themselves, their respective assigns, agents, affiliated churches, affiliated missions, affiliated groups, affiliated and related entities, officers, directors, trustees servants, attorneys, employees, representatives, predecessors, and successors, on the other hand, hereby fully release and discharge each other of and from any and all actual or potential claims, actions, claims for relief, and causes of action, of any kind or nature whatsoever, in law, equity, or otherwise, whether fixed or contingent, whether now known or unknown, whether suspected or unsuspected, and whether concealed or hidden, which the Trustee, the Estate and any of the Scientology Churches ever had, or may claim to have, for, upon, or by reason of any matter against each other and/or the Estate, including, but not limited to, any action or claim arising under 11 U.S.C. § 502, 510, 542,

543, 544, 547, 548, 549, 550 and 553. Notwithstanding anything to the contrary herein, the foregoing release is a release of all of the Estate's and Trustee's claims, rights, actions, claims for relief, and causes of action arising from and related to this Bankruptcy Case only.

6. The parties assume the risk that they may discover facts or laws in addition to or different from what they know or believe to be true at the time of execution. Any such discovery shall not be grounds to avoid or rescind this Agreement.

7. This Agreement contains the entire agreement between the Parties, and merges and supersedes all prior discussions, agreements, understandings, representations, conditions, warranties, covenants, and all other communications between the Parties relating to the subject matter hereof. It may not be modified, altered or changed, except by a writing signed by the Parties.


8. This Agreement has been read, and the content thereof known and understood, and that this Agreement has been signed as an act of free will with the intent to be legally binding and final. Each natural person executing this Agreement on the part of an corporation, limited liability company, partnership, or other entity ("Agent") hereby represents that he or she, has the actual express authority to enter into this Agreement on behalf of said entity, which has taken any and all actions necessary to grant and bestow such authority to enter into this Agreement on its behalf, upon him or her, as its Agent.

9. The Parties stipulate and agree that their respective independent counsel jointly participated in the negotiation and drafting of this Agreement and this Agreement shall be construed fairly and equally as to all parties as if drafted jointly by them.

11. This Agreement may be executed in multiple counterparts, each of which will be treated as an original.


IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

The above Agreement is hereby agreed to and
accepted by me this 8th day of July, 2020.

By: 
TIMOTHY P. SMITH, as trustee and
representative of the bankruptcy estate of Joseph
P. Bova in Case No.: 19-10998 BAH

APPROVED AS TO FORM AND CONTENT

By: 
GARY S. SOTER, as attorney for
"Church of Scientology"

By: 
Ariane Ice, as attorney for Timothy P. Smith